Solicitation Number: 05-0001-07 Technical, Programmatic and Engineering Support Service for the Office of Naval Research for the Industrial and Corporate Programs, Manufacturing Technology Division

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0001 – Technical, Programmatic and Engineering Support Services are due by 2:00 PM (local), 23 NOV 2004.

1.0 Background

The Navy Manufacturing Technology (ManTech) Office seeks to procure technical, programmatic and engineering support services. This Program centers around Department of Defense Weapon systems and supports all acquisition platforms. The specific activities currently identified are detailed in the following sections, however, activities within the general area of industrial base support may be identified for support under this arrangement. To find out more general information regarding the Navy ManTech Program, go to: www.navymantech.com

2.0 Statement of Work

2.1 Technical Tasks/Requirements

2.1.1 Program Planning and Support.

To help ensure a successful Navy ManTech Program, the contractor shall:

- a) Assist the Navy ManTech Program Office in the development and execution of the annual program.
- b) Analyze Navy budget documentation to identify key programs and assist in the identification of potential ManTech needs/opportunities related to these programs.
- c) Assist Program Office in preparing and disseminating Program guidance.
- d) Prepare and update program-level documentation as required.
- e) Coordinate with Centers of Excellence (COEs) and other executing activities, as required, to assist in the accomplishment of Program Office directives.
- f) Develop and prepare briefings, presentations, and other documentation.

- g) Participate, as appropriate, in ManTech Director meetings.
- h) Assist in responses to Congressional and other inquiries.
- i) Provide planning, technical, and logistical support for meetings, workshops, and conferences, including detailed minutes, action items, attendee listings, notifications, and presentation/workshop content development as necessary.
- j) Coordinate and provide logistical support for the exhibition of the Navy ManTech Program booth at required workshops and conferences such as the Defense Manufacturing Conference.

2.1.2 Program Budgetary and Financial Support.

Under this task area, the contractor shall:

- a) Assist the Navy Program Office in the development of a cohesive budget, including technical analysis, financial analysis, program impact, and alternatives.
- b) Aid the Program Office in developing annual Program budget inputs.
- c) Assist the Program Office in maintaining and updating program level and project level financials and expenditures.
- d) Develop budgeting and financial tools, as required, for Program.
- e) Prepare Program-specific budget/financial materials such as spreadsheets, reports, analyses, briefings, etc. as required.

2.1.3 Program Officer Support For Center of Excellence Programs

Under this task area, the contractor shall:

- a) Assist the Navy ManTech Program Officers in the development and execution of their programs.
- b) Provide any necessary programmatic and budgetary support.
- c) Assist in the assessment of the technical and financial status of projects as required.
- d) Coordinate with the COEs or executing activities, as required.
- e) Develop and update documentation as required.
- f) Develop and prepare briefing and presentation materials.
- g) Participate in meetings with and for the Program Officer as appropriate.

2.1.4 Coordination with Other Services and Agencies.

As a part of the Navy ManTech commitment to joint service and agency cooperation, the contractor shall provide support to the Joint Defense Manufacturing Technology Panel (JDMTP) as follows:

- a) Provide duties in acting as the JDMTP Executive Secretary.
- b) Assist the Navy ManTech Director in the Navy's role as a Panel Principal.
- c) Assist in the coordination of Navy ManTech with the other Panel Principals and the OSD representative to the Panel.
- d) Maintain the DoD ManTech Web site as directed by Program Office.

2.1.5 Program and Project Documentation.

To provide accurate and timely program information, the contractor shall:

- a) Assist in the collection and dissemination of Navy ManTech Program information.
- b) Maintain the repository of Navy ManTech program and project information such as project objectives and status, project documentation, and success stories.
- c) Utilize information to assist Program Office and Program Officers in generating technical reports and in answering emergent taskings as required.

2.1.6 Navy ManTech Program Publications and Documentation and Outreach.

Under this task area, the contractor shall:

- a) Develop reports, directories and brochures as required. These may include the Navy ManTech Project Book, the Points of Contact Directory and various other program publications
- b) Provide support to maintain and update the Navy ManTech Program web site, including the public access component providing public information and the secure, password protected desktop areas as required. Maintenance of the DoD ManTech Web site, as directed by the Program Office, will require coordination with ONR Web Services and Public Affairs, and will be required to be done in accordance with DoD, DoN, and ONR instructions, policies, standards, and directives for Web Development and Publicly Accessible websites.
- c) Address associated issues such as remote access, security, and proprietary data as required and ensure compliance with DoD and ONR regulations.

2.2 Reviews, Reports, Data and Other Deliverables

2.2.1 <u>Quarterly Program Reviews</u>. The contractor's management shall be made available to participate in quarterly reviews to discuss the Order

effort and any relevant issues, and to provide an opportunity to have a dialogue in regards to the Contractor's general performance under the Order effort.

The contractor shall prepare and submit the following deliverables. Contractor format is acceptable for all deliverables.

- 2.2.2 <u>Monthly Progress and Management Report</u>. The report will include a list of the level of effort performed and work accomplished during the reporting period and a forecast of work products for the coming month.
- 2.2.3 <u>Drafts presentations, data and reports.</u> The contractor shall provide both soft copy (electronic) and hard copy formats for drafts, presentations, data, technical reports, studies and analyses, and other reports as required.

3.0 Personnel Requirements

3.1 <u>Personnel Qualifications</u>

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

- 3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint.
- 3.1.2 Program Manager: Minimum requirements include a Bachelor's degree from an accredited college or university. Also required is ten (10) years of experience in development, acquisition and support of Defense Systems, including planning, budgeting, and execution. It is desired that the Candidate have excellent skills in development of policy and procedures, identification of industrial requirements, and demonstrated experience in manufacturing technology. It is also desired that the Candidate have demonstrated competence in the knowledge of the organizations, personnel, and procedures within the DoD and other government agencies which deal with manufacturing technology.
- 3.1.3 Senior Scientist: Minimum requirement includes a PhD. in engineering or science, <u>or</u> a Masters Degree in a technical field. Ten years minimum experience in the development, and acquisition of defense related weapons systems, including development of manufacturing and test plans,

criteria and requirements. It is desired that the Candidate have Demonstrated experience in and working knowledge of the governmental industrial base programs including ManTech and the Navy Centers of Excellence. Demonstrated experience in the application of scientific principles and procedures to the development of advanced production processes/equipment. Demonstrated knowledge of the evaluation of proposed engineering solutions, and the modeling of complex systems such as factories, or industrial sectors is also desired. Demonstrated ability is sought to coordinate teams of technical experts in the accomplishment of complex engineering tasks.

- 3.1.4 Senior Systems Engineer: Minimum requirements include a Bachelors degree in a science or engineering field and ten years experience in the application of engineering principles and procedures to the design, development and acquisition of defense systems. It is desired that the Candidate(s) have at least five years experience in Manufacturing Technology Development, a demonstrated knowledge of the DoD acquisition process, and ability to organize personnel in the accomplishment of engineering tasks.
- 3.1.5 Engineer I: Minimum requirements include a Bachelors Degree in a science or engineering field and five years experience in the application of engineering principles and procedures to the design, development, or acquisition of defense or commercial products. It is desired that the Candidate(s) have at least two years experience in the area of manufacturing technology.
- 3.1.6 Engineer II: Minimum requirements include a Bachelors Degree in a science or engineering field and two years experience in the application of engineering principles and procedures to the design, development, and/or acquisition of defense or commercial products. It is desired that the Candidate(s) have demonstrated knowledge of the goals, mission and procedures of the Navy ManTech program.
- 3.1.7 Business Specialist: Minimum requirements include a Bachelor's Degree from an accredited college or university OR no degree with five years experience in a related S&T discipline or program area. It is desired that the Candidate have demonstrated knowledge in applying analytical and evaluative techniques to identify, consider, and resolve issues or problems of a procedural or factual nature. It is desired that the Candidate(s) have demonstrated skill in the usage of various qualitative or quantitative techniques and software tools.

- 3.1.8 Graphics Specialist: Minimum requirements include three years experience as an illustrator, as a commercial artist or in a related field. Candidate(s) should have demonstrated experience in Aldus Pagemaker, Aldus Photoshop, CorelDraw, Corel PhotoPaint, Powerpoint, and scanner techniques.
- 3.1.9 Program Administration Specialist: Minimum requirement includes three years of experience handling administrative support tasks, and the Candidate(s) should have a demonstrated proficiency with e-mail, calendar, and word processing software.

3.2 Level of Effort

- 3.2.1 The level of effort to accomplish the task requirements has been estimated for the proposed Order. A one (1) year base effort and four (4) 12-month optional efforts have been defined.
- 3.2.2 Base and Option Periods: The base period of performance will be from date of award through twelve months. The level of effort anticipated for this period is approximately19,440 man-hours at an average rate of approximately 1,620 hours per month. The <u>same</u> level of effort will apply to <u>each</u> of the four sequential 12-month option periods. A summary of the estimated labor categories, and the anticipated annual hours for this effort, is provided below.

Labor Category	Annual Hours
Program Manager	2,000
Senior Scientist	1,440
Senior Systems Engineer	5,000
Engineer I	4,000
Engineer II	4,000
Business Specialist	2,000
Graphics Specialist	300
Program Admin Specialist	700
Total Estimated Hours	19,440

3.2.3 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor category mix) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. The Government will consider an alternate level of effort; however, any proposed effort should reflect the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the

extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor category mix proposed for each year and task in the statement of work, and the offeror should provide its rationale and plan in regards to executing the tasks in an efficient and effective manner.

4.0 Order Details

- **4.1** Contract Type: The Navy anticipates awarding a cost plus fixed fee level of effort task order.
- **4.2** <u>Period of Performance</u>: Base period of twelve months from time of award with four (4) one-year Option Periods

4.3 Other Direct Costs (ODCs)

ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel that requiring a 3 night stay or longer must be approved in advance by the Contracting Officer's Representative (COR). The total Travel/ODC amount is not to exceed (NTE) \$120,000 per year.

- **4.3.1** <u>Travel and Per Diem</u> Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.
- 4.3.2 Other Direct Costs (Other than Travel and Per Diem) ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.
- **4.4** <u>Place of Performance:</u> Work will normally be performed at the Contractor's facilities. It is strongly desired that the Contractor's primary place of performance to support these tasks must be within 15 miles of ONR headquarters in Arlington, VA, in order to meet emergent and short turnaround work requirements.

It is anticipated that some work may be required to be performed at the Government facility (per the direction of the Contracting Officer's

Representative). For the purposes of estimating under this solicitation, the Government anticipates that the individuals performing under the Contractor's Engineer I and Engineer II labor categories will be required to work a total of 1,800 hours each per year (Total of 3,600 hours per year) on-site at ONR headquarters in Arlington, VA.

- **4.5** Government Furnished Resources (GFR): The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).
- **4.5.1** Facilities, Supplies and Services: The facilities required to perform the tasks outlined in the Statement of Work will be primarily at the Contractor's place of business. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).
- **4.5.2** <u>Information:</u> All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.
- **4.5.3** <u>Documentation</u>: All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.
- **4.5.4** Equipment: With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or

Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: http://www.nmci-eds.com/index.asp

4.6 Security Requirements:

- a) Clearance Requirements. During the performance of the effort under this effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required for the Program Manager and at least one person performing duties under the Senior Systems Engineer and Engineer I labor categories described in Section 3.1 of this Order solicitation. The Contractor facilities used in support of this contract must be granted SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.
- b) Privacy Act. All contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.
- c) Nondisclosure Agreement. In the course of its work, the selected Contractor's employees performing in support of ONR will be required to execute Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

4.7 Organizational Conflict of Interest

(a) The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The

Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

- (b) The Contractor agrees that, during performance of the contract resulting from this Order solicitation and for a period of two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge of affiliate, or any other successor or assign of the Contractor may not be eligible to participate as a prime Contractor, subContractor, consultant, joint venture, partner, or participant in any Government contracts, grants, partnerships, programs, or other agreements under ManTech research programs.
- **4.8** <u>Subcontracts/Consultants</u>: Contractor may request, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

5.0 Proposal Requirements

- **5.1** <u>Proposal Format</u>: The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. The length of the technical proposal shall not exceed eight (8) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.
- (a) Technical Proposal: The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

The Offeror should specifically identify its Key Personnel for this requirement in its proposal. Additionally, the proposal should indicate how much of his or her time each person identified as a Key Personnel can commit to perform the tasks required under this Order solicitation.

(b) Cost Proposal: The contract should provide a summary cost proposal for the total effort (including base and option periods), as well as a cost proposal for <u>each</u> of the base and option periods. The Contractor should submit a cost proposal indicating the price per labor hour (to include cost and profit) for the quantities and types of labor proposed. The Contractor should break out the proposed direct labor categories, rates and hours, labor escalation rates, indirect rates (Fringe Benefits, on and off-site Overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any, to be applied to Travel/ODCs.

If available and applicable, the Contractor should also provide in its cost proposal its Defense Contract Audit Agency (DCAA) point of contact, including the DCAA Branch Office name, auditor name, phone number and email address.

- **5.2** Other Required Documents: Offerors should be aware that, upon receiving an award, the following additional documentation will be required:
- **5.2.1 Non-Disclosure Agreement:** Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.
- **5.3 Proposal Submission:** The due date for submission of proposals for this solicitation is 2:00 PM (local time) on 23 NOV 2004. Proposals can be:

- (a) E-Mailed to Mr. Keith Strohman at strohmk@onr.navy.mil
- (b) Sent by regular mail or hand delivered. Provide for the original and two copies to arrive by the above deadline at the following address:

Office of Naval Research Attention: Mr. Keith Strohman Ballston Tower One

800 North Quincy Street, Code 253

Arlington, VA 22217-5660

Ref: MATOC Solicitation 05-0001-07

6.0 Evaluation Information

6.1 Evaluation Criteria: A Task Order will be awarded to the responsible offeror whose offer represents the best value to the Government. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

Technical Factors

- (1) Proposed personnel
- (2) Management Plan and Technical Approach
- (3) Past performance on earlier tasks under this and similar contracts
- (4) Corporate Facilities

Price/Cost Factors

(5) Cost

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors.

The Offeror's technical capability (as measured by the Technical Factors) is significantly more important than the Cost Factor. In regards to the stated Technical Factors, Technical Factor 1 is of the greatest weight; Technical Factors 2 through 3 are equally weighted. Technical Factor 4 is of less value than all other Technical Factors.

Although Cost is significantly less important than all of the Technical Factors combined, it will not be ignored. The degree of its importance will increase with the degree of equality of the Task Order proposals in relation to the

other factors on which selection is to be based, or when the Cost is so significantly high as to diminish the value of the technical superiority to the Government.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

- **6.2.** <u>Award</u>: The Government will award a Task Order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award date of this Order is on or before 20 December 2004. The anticipated start date for this Order will be on or about 20 December 2004.
- **7.0** <u>Submission of Questions</u>: Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.
- **8.0** <u>Solicitation Amendments</u>: Any amendments to this solicitation will be posted along with the solicitation on the ONR website. An e-mail notice will be sent to all potential Offerors at the time the amendment is posted. It is the Offeror's responsibility to regularly check the posting of solicitations/amendments.
- **9.0** <u>Point of Contact</u>: The Point of Contact for this solicitation is Mr. Keith Strohman, Senior Contract Specialist, (703) 696-3475, e-mail: strohmk@onr.navy.mil.

Non-Disclosure Agreement Regarding Contractor Support for the Office of Naval Research

The undersigned individual,	, agrees,
both in his personal capacity and as an employee of	
as follows:	

BACKGROUND

- 1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
 - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
 - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
 - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
 - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.

Attachment A 1

- v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.
- vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.
- The undersigned individual is serving as contractor support for ONR. As such, he
 has and will continue to come into contact with proprietary technical and commercial
 information. He likewise will have access to sensitive internal information developed
 by or on behalf of the Government in connection with the accomplishment of ONR's
 mission.

AGREEMENT

- 1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative¹ any information² relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
- 2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Sign	ature		
Printed Name _			

Attachment A 2

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¹ Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

² This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files

Date	
Concurrence by the employer:	
Supervisor/Manager Signature _	
Printed Name	
Date	

Attachment A 3